

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
NORTHEAST AND CARIBBEAN REGION**

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

1) IDENTIFICATION OF THE AGENCY AND THE CONTRACTING ACTIVITY:

General Services Administration, PBS, Northeast and Caribbean Region (Region 2)

2) NATURE AND/OR DESCRIPTION OF THE ACTION BEING APPROVED

This justification and approval authorizes the issuance of a sole source contract to the A/E firm Dewberry located at 15 East 26th Street, New York, NY 10010. This will be a firm fixed price (FFP) contract.

The estimated value of this contract including options is \$ [REDACTED]

3) DESCRIPTION OF SUPPLIES OR SERVICES REQUIRED

The contract resulting from this action is for architect and engineer ("A/E") design services for a High Performance and Green Building Modernization Follow-on project at the Degetau Federal Building ("Federal Building") and the Ruiz Nazario United States Courthouse ("Courthouse") located in San Juan, Puerto Rico ("the Project"), and optional ancillary design services which may be exercised during the construction phase of the project. This contract is the result of a partial reprocurement of the existing contract, and will be funded utilizing deobligated American Recovery and Reinvestment Act ("ARRA") funds from this and various other ARRA projects within GSA.

4) IDENTIFICATION OF STATUTORY AUTHORITY

41 U.S.C 3304(a)(1), which permits the use of noncompetitive procedures when the supplies or services required by the agency are available from only one responsible source, and no other type of supplies or services will satisfy agency requirements. The implementing regulation for this statute is FAR Subpart 6.302-1, "Only one responsible source and no other supplies or services will satisfy agency requirements."

5) DEMONSTRATION THAT THE PROPOSED CONTRACTOR'S UNIQUE QUALIFICATIONS OR NATURE OF THE ACQUISITION REQUIRES USE OF AUTHORITY CITED.

On May 6, 2010, GSA awarded an ARRA project using a Bridging/Design/Build method of procurement, under Contract No.: GS02P09DTC0022 for a High Performance Green Building Modernization of the Federal Building and Courthouse ("D/B Project"). The contract was awarded to the Fusco Corporation located at 555 Long Wharf Drive, Suite 14, New Haven, Connecticut, for the base contract services in the amount of \$61,851,000; and included options which were not exercised at that time. Fusco entered into a subcontract with Dewberry who provided all A/E design services under Fusco's direction

The original contract scope of work included the upgrade of the mechanical, lighting, and electrical distribution systems, improvement of all public hallways and restrooms, and installation of a new roofing system and photo-voltaic panels in the Federal Building and Courthouse. The project required multiple phased moves to allow for the implementation of the work in the federal building and courthouse. The customer agencies for the D/B Project include the United States District Court, the United States Marshal

Service, the Federal Bureau of Investigation, the U.S. General Services Administration and other federal agencies housed in the federal complex.

Under the D/B Project, the original contract substantial completion date was December 25, 2014. Completion of the project is not achievable within the remaining time authorization of the ARRA funding. In an effort to save time, an alternative air distribution approach was evaluated in order to meet the project's intent of upgrading the mechanical system. The proposed alternative approach included the installation of variable air diffusers with the existing ductwork; which allowed for converting the HVAC system from a constant volume to a Variable Air Volume (VAV) system, without the need for the installation of new VAV boxes and new ductwork; therefore greatly reducing the need for swing space relocations.

Dewberry has performed testing and surveying of the existing ducts in preparation for the design of the new alternative air distribution approach. They firm prepared three final design packages for this alternative approach. Due to delays and a need to complete the project in a more comprehensive manner, GSA has decided to reprocur the work under a new contract.

As the A/E of record under GSA's existing D/B contract with Fusco, Dewberry has developed a comprehensive understanding of the Project through its work on the Project. As part of Dewberry's efforts during the ARRA project, Dewberry gathered major information from the tenants, which provided Dewberry the opportunity to develop a clear understanding of the client's needs and specific requirements prior to completing the bridging design.

Dewberry also developed an understanding of the government requirements through its voluminous review of information, which included the P100 – Facility Standards for Public Buildings and the U.S. Courts Design guide. Through this process, Dewberry developed and, therefore, has a full understanding of the alternative air distribution approach. Dewberry's efforts in developing an understanding of the Project and developing full design/construction documents would have to be redone by another firm would have to be duplicated by another firm at a substantial cost of both time and money.

Moreover, Dewberry has developed working relationships with its Project team members and with its Federal clients. The time spent in developing these relationships and understanding the needs of the client agencies would have to be duplicated by another firm. This effort would require not only time, but travel costs as many of the client agencies reside in San Juan, Puerto Rico.

Dewberry has developed a significant knowledge of the project site. The existing buildings are extremely complex and will necessitate the use of a significant portion of the design effort in order to investigate existing conditions. Another AE team would have to spend a significant amount of time duplicating the efforts of Dewberry before it could begin the design effort. These efforts would include: the review of existing project reports and applicable design standards, building investigations, energy models, phasing plans, construction documents and other items that were the original work product of Dewberry.

Furthermore, the new schedule could not be met and would have to be extended beyond the present date in order for another firm to become familiar with the Project. The efforts of a new AE to recreate knowledge areas would add a *minimum* of 90 days to the schedule and this would cause significant delay to the overall Project schedule. A delay to the Project design would in turn delay Project construction, which would increase construction costs (escalation) and inadequate facilities thereby causing further negative impact to the tenant agencies in the performance of their missions.

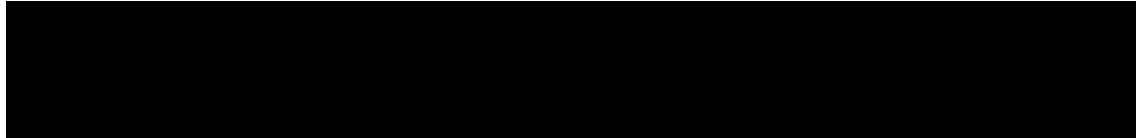
In addition to the time it would take for a new AE team to duplicate Dewberry's efforts, the government's procurement for a new AE team would cause additional significant delay to the overall Project schedule. Re-soliciting offers for AE services would require between six to eight months for selection of a new AE design firm, and an additional three to four months to negotiate and award a new contract, which could delay the design of the Project for up to 12 months or more.

For the reasons discussed above, it is in the Government's best interest to negotiate a fair and reasonable price and award a sole source contract to Dewberry for the AE services as described herein.

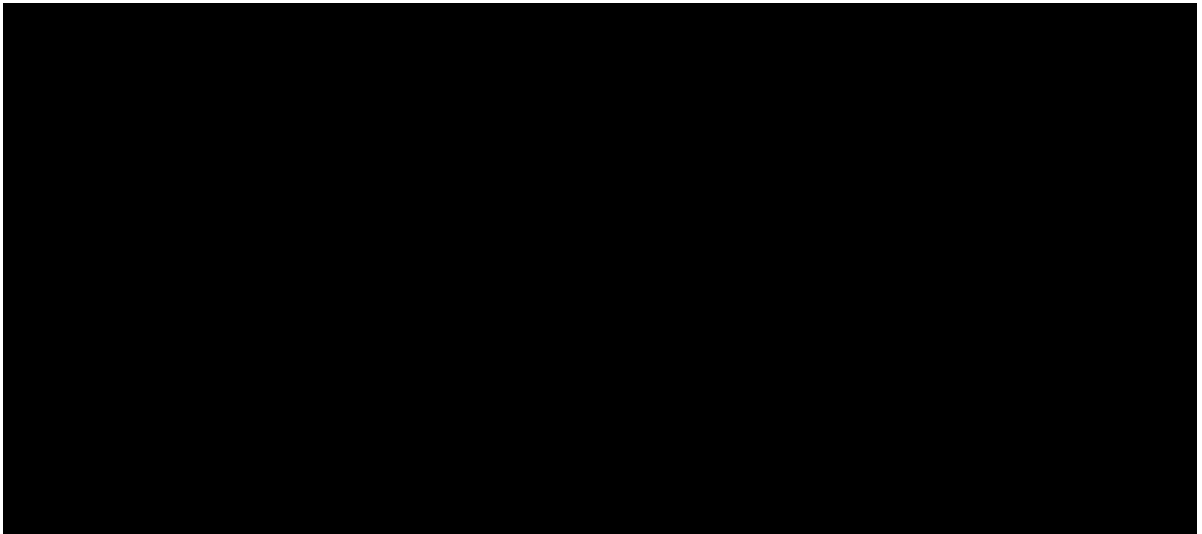
6) DESCRIPTION OF EFFORTS MADE TO ENSURE THAT OFFERS ARE SOLICITED FROM AS MANY POTENTIAL SOURCES AS IS PRACTICABLE:

Sources Sought/Notice of Intent Synopsis: Attached to this J&A is a copy of the sources sought/notice of intent announcement posted to FedBizOps on April 8, 2014 with a response date of April 21, 2014 (Attachment 2). The response date was revised to April 28, 2014. Four responses were received. Included below are the results of the screening process, to include a rationale for determining the unacceptability of the respondents.

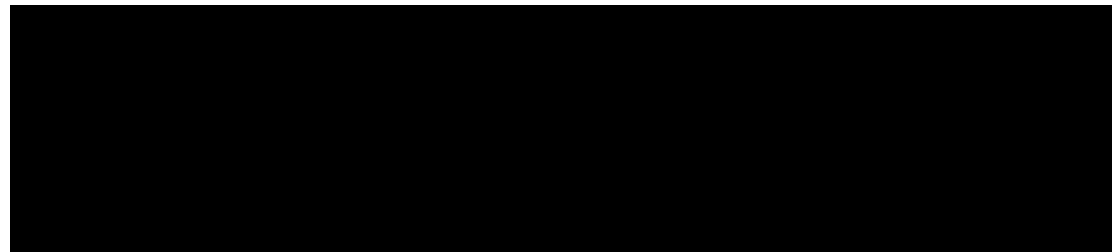
1.



2.

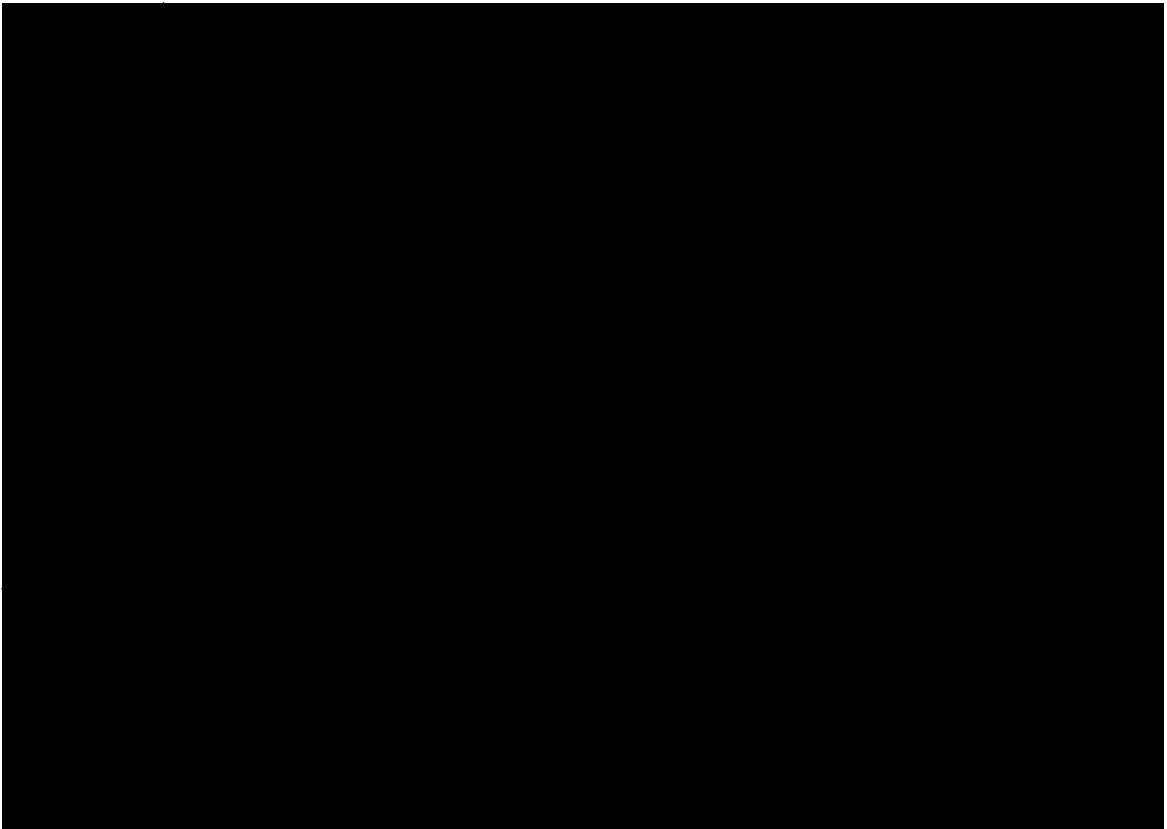


3.

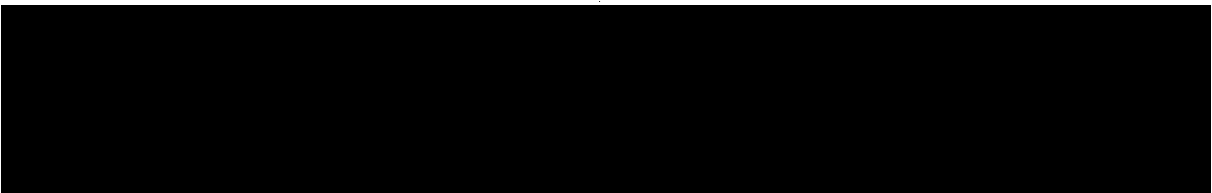




4.



Conclusion



7) DETERMINATION BY THE CONTRACTING OFFICER THAT THE ANTICIPATED COST TO THE GOVERNMENT WILL BE FAIR AND REASONABLE.

An official audit will be required to ensure current, complete and accurate cost and pricing data for salary, profit, overhead and escalation rates. The level of effort for the services to be provided will be estimated

and negotiated by the Contracting Officer Representative/Contracting Officer. If a new firm was to do the same work it would cost the Government approximate \$500,000 more than the cost to use Dewberry (see below for breakdown). Based on the aforementioned, it is anticipated that the final negotiated price will be fair and reasonable.

Dewberry's ability to efficiently complete and produce a new design package will allow the government to incur a lower cost for this work.

8) OTHER FACTS SUPPORTING THE USE OF OTHER THAN FULL AND OPEN COMPETITION:

The award of a contract for AE services to a new firm would result in a substantial duplication of cost to the Government, which it is not expected to recover through competition. In the event the government was required to compete the AE services, it would have to expend funds to duplicate the many efforts that Dewberry has already performed as outlined in section 5 above. Below is a chart detailing the costs associated with hiring a new AE team.

Duplication of Effort

The government estimates that in the event a firm other than Dewberry was to perform the efforts for the AE services, it would have to duplicate 33% percent of the efforts that Dewberry has completed to date.

Dewberry's fee for present work

Duplication of effort by a new firm

Escalation

Overall project schedule would have to be increased by the following amount of months:

Procure new AE (8 months)	240 days
New AE rework (33% Dewberry Time)	90 days
Total Additional Time to Project Schedule	330 days

Construction budget with Dewberry (June 2015 start)

Construction budget with new firm (May 2016 start)

Increase to construction cost

Affect on other contracts

Escalation and additional effort for CM and other contractors

Summary:

Duplication Effort:

Increase to construction cost:

Escalation on support contract

Total Cost Impact Estimate

Based on the above, the solicitation of a new AE firm could result in a time increase to the project schedule of 330 calendar days and a cost impact of approximately [REDACTED] dollars.¹

This procurement does not stand alone; it is part of a series of procurements necessary for the completion

¹ This estimate does not include the government's costs for additional work by employees of GSA and tenant agencies.

of the project. The largest of these contracts are for the construction manager and construction services, which if delayed as the result of a delay of the AE services, would result in additional delays to the Project and cost increases due to duplication of previously completed efforts and escalation.

9) **LIST OF SOURCES THAT EXPRESS AND INTEREST IN THE ACQUISITION**

No other source has expressed in writing an interest in the acquisition, aside from those discussed under item No. 6 above.

10) **STATEMENT OF ACTIONS THE AGENCY MAY TAKE TO REMOVE OR OVERCOME ANY BARRIERS TO COMPETITION:**

At this time it is anticipated that no subsequent acquisitions for this type of services will be necessary for the project.

CERTIFICATION:

Agency requirements supporting this justification for other than full and open competition are certified as accurate.

[REDACTED]
Janine Quinones
Project Manager

Date

I hereby certify that the above justification for other than full and open competition for the award of a sole source contract to the firm of Dewberry for the design of a follow-on Degetau Federal Building and Ruiz Nazario U.S. Courthouse ARRA project is accurate and complete to the best of my knowledge.

[REDACTED]
Contracting Officer

Date

1. *Journal of the American Medical Association*, 2000; 283: 2689-2696.

Maureen Lennon Date
Director
Acquisition Management Division

REVIEW FOR LEGAL SUFFICIENCY

Carol Lattierman Date
Assistant Regional Counsel, 2L.

Louis Lozito **Date**
Region 2 Competition Advocate

Joan Ryan	Date
Regional Procurement Officer	
Acquisition Management Division	

Acquisition Management Division

Carol Latterman Date
Assistant Regional Counsel, 2L

Louis Lozito Date
Region 2 Competition Advocate

CONCURRENCE:

[Redacted Signature]

Branch Chief
Acquisition Services Branch C

[Redacted Signature]

Ken Chin
Deputy Director
Design & Construction Division

Joan Ryan
Regional Procurement Officer
Acquisition Management Division

[Redacted Signature]

Maureen Lennon
Director
Acquisition Management Division

REVIEW FOR LEGAL SUFFICIENCY

[Redacted Signature]

Assistant Regional Counsel, 2L

APPROVAL:

Louis Lozito
Region 2 Competition Advocate